

ORIGINAL

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

702-0058

STIPULATED AGREEMENT

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "Commission", Union Pacific Railroad Company, hereinafter referred to as the "Company", the County of Moultrie, agent on behalf of the Township of Sullivan ("Township"), hereinafter referred to as the "County", and the State of Illinois, Department of Transportation, hereinafter referred to as the "Department".

WITNESSETH:

WHEREAS, it has come to the attention of the Commission, through written correspondence, that inquiry should be made into the matter of improving public safety at the crossings of the Company's track with a public highway known as Township Road ("TR") 72, also known as Black Dog Road, located near Kirksville, Moultrie County, Illinois, designated as crossings DOT 167 274P, milepost 178.28CC and DOT 167 275W, milepost 178.75CC; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossings by a study team comprised of representatives of the parties to this Agreement; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossings have been obtained and shown on Exhibit A-1 and Exhibit A-2, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the Commission by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the Commission enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law ("Fund") be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossings should be:

DOCKETED

- a) the realignment of TR 72 by the construction of approximately 2,200 foot of new roadway (18 feet wide) south of and parallel to the Company's track from station 6+00 to station 28+00, substantially as shown on Exhibit C, pages 2 through 5, including the relocation of the north TR 72 crossing approximately 175' to the south of its present location, including the construction of the highway approaches thereto, also as shown on Exhibit C, page 4;
- b) the installation of automatic flashing light signals and gates controlled by constant warning time circuitry at the relocated TR 72 crossing.
- c) the installation of a full-depth timber crossing surface using material from the vacated TR 72 crossings as further described in Finding 7, Special Provisions.
- d) the temporary posting of STOP signs at the two TR 72 crossings by a separate agreement between the County and Company, attached as Exhibit B, page 6; said STOP signs shall remain in place until such time as the roadways are removed and/or barricaded at the two existing TR 72 crossings.
- e) the installation of a Type-3 barricade on the north approach to the northern TR 72 crossing (roadway portion that will not be removed); the barricade at the TR 72 crossing should be installed at the north right-of-way line to prevent access to the Company's track; said barricade shall conform to the requirements of 92 IL Adm. Code 1535.701 and the Manual on Uniform Traffic Control Devices (MUTCD).

Section 3           The Company and County have prepared preliminary estimates of cost to accomplish the proposed improvements which they may be required to perform, said estimates are attached as Exhibits B and C, and shall upon Order according to the requirements contained therein, prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the Commission and Department.

Section 4           The Company and County shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be one hundred twenty (120) days, for the submission of progress reports should be six (6) months and for the completion of the proposed improvements should be twelve (12) months, from the date of Commission Order subsequent to this agreement.

Section 5           The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- a) the cost to construct the realigned roadway, including the highway approaches to the relocated TR 72 crossing, estimated to be \$208,693, is allocated 100% to the Fund, with all cost of future maintenance of the realigned roadway and highway approaches to the relocated TR 72 crossing, after construction by the County, being borne by the Township.
- b) the cost to install the automatic warning devices at the relocated TR 72 crossing, estimated to be \$199,696, is divided 90% to the Grade Crossing Protection Fund ("Fund"), in an amount not to exceed \$179,726, with all remaining installation cost and all cost of future maintenance and operation of the warning devices being borne by the Company.
- c) the cost for the installation of a timber crossing surface for the relocated TR 72 crossing should be borne 100% by the Company using salvaged timbers from the two TR 72 crossings to be vacated by the Township, as further described in Section 2(c) and Section 7, Special Provisions.
- d) the cost to post and thereafter maintain the temporary stop signs at the existing TR 72 crossings should be borne 100% by the County.
- e) the cost to install and thereafter maintain the barricade as described in Section 2 (e) herein shall be borne 100% by the Company. (For other costs associated with the vacating TR 72 and TR 161A, see Section 7, Special Provisions)

Section 6            The County is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

Section 7            Special Provisions. The Company and County shall at six (6) month intervals from the date of this Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the Commission, stating the progress each has made toward completion of the work herein required. Each progress report shall include the Commission Order number, the Order date, the project completion date as noted in the Order subsequent to this Agreement, crossing information (the name, title, mailing address, telephone number, and facsimile number of the Company and County employee responsible for management of their portions of the project).

The Company and County shall at six (6) month intervals from the date of the Order subsequent to this Agreement and continuing until the project is completed, submit written reports to the Director of Processing and Information, Transportation Division of the Commission, stating the status of expenditures of the total project and percentage of completion of the project. If the project is behind schedule, the report must also include a

brief explanation of the reason(s) for the delay.

All bills for expenditures related to items authorized to be reimbursed from the Grade Crossing Protection Fund pertaining to the installation of the automatic warning devices, shall be submitted to Mr. Hank Cronister, Bureau of Local Roads and Streets, Main Office of the Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, IL 62764. A copy of all bills received by the Department shall be submitted to Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of the Commission Order subsequent to this Agreement. Authorization for reimbursement from the Fund shall expire twelve (12) months after the completion date specified in this Order. The Department shall, at the end of the 24<sup>th</sup> month from the Commission Order date, de-obligate all residual funds accountable for installation costs for this project.

All bills for expenditures related to items authorized to be reimbursed from the Grade Crossing Protection Fund pertaining to the construction of the connecting road, shall be submitted to the District 5 Office, Bureau of Local Roads and Streets, Illinois Department of Transportation, 13473 IL Hwy. 133, P.O. Box 610, Paris, IL, 61944. A copy of all bills received by the Department shall be submitted to Director of Processing and Information, Transportation Division of the Commission. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty-four (24) months from the date of the Commission Order subsequent to this Agreement. Authorization for reimbursement from the Fund shall expire twelve (12) months after the completion date specified in this Order. The Department shall, at the end of the 24<sup>th</sup> month from the Commission Order date, de-obligate all residual funds accountable for installation costs for this project.

Upon completion of the roadway realignment, the Township will in effect close the existing TR 72 crossings by officially vacating the roadway in the vicinity of each crossing as shown on Exhibit C, pages 2 through 5. The plans for the roadway realignment, attached as Exhibit C, pages 2 through 5, detail the removal of portions of TR 72 north and south of the crossings as a part of this project, including the re-establishment of the ditch lines. However, a portion of the north approach to the northern TR 72 crossing will remain in place and a barricade should be installed at the north right-of-way line to prevent access to the Company's track, said barricade to be a type-3 barricade conforming to the requirements of 92 Ill. Adm. Code 1535.701 and the Manual on Uniform Traffic Control Devices. The cost for this work should be borne by the Company.

In addition, TR 161A (DOT/AAR 167 278S, milepost 180.20CC) will also be vacated by Sullivan Township in the vicinity of the TR 161A crossing upon completion of the TR 72 project. Barricades at this crossing are not required because the County is to remove the roadway outside the Company's right of way and will turn this area back into farmland. The cost for this work should be borne by the County. Also, the Company is to remove the roadway within its right-of-way and re-establish the ditch line along its track. The cost for this work should be borne by the Company. The Company and County

(Township) have entered into a separate agreement whereby the Company will pay the Township \$17,500 per crossing vacated; as it pertains to this Agreement, this includes the TR 72 crossing (AAR/DOT 167 275W) and the TR 161A crossing, as further described in Exhibit A-1, page 2.


The County shall submit a copy of the vacation ordinances or other legal document that shows that the southern TR 72 and the TR 161A crossings has been vacated.

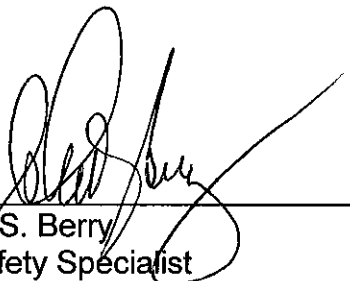
The Company shall reuse the best crossing timbers removed from the existing TR 72 crossings and install those timbers at the relocated TR 72 crossing.

Section 8 This agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this agreement by all parties, the Commission shall enter an appropriate Order, within 60 days, accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the Commission this 5<sup>th</sup> day of April, 2002.

  
\_\_\_\_\_  
Michael E. Stead  
Rail Safety Program Administrator

Attest:   
\_\_\_\_\_  
Robert S. Berry  
Rail Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 913 concerning improvements at the crossings of the track of the Union Pacific Railroad Company with Black Dog Road, TR 72, located near the unincorporated community of Kirksville, Moultrie County, designated a crossings AAR/DOT 167 274P, milepost 178.28CC and 167 275W, milepost 178.75CC.

Executed by the County of Moultrie this 9<sup>th</sup> day of April, 2002.

THE COUTY OF MOULTRIE

By:

Steven W. Mayberry  
STEVEN W. MAYBERRY,  
COUNTY BOARD CHAIR

Attest:

Georgia C. England



**RESOLUTION  
AUTHORIZING COUNTY BOARD CHAIRMAN  
TO SIGN RAILROAD STIPULATED AGREEMENT  
AND CONSTRUCTION CONTRACT FOR BLACK DOG CROSSING  
SECTION 99-07003-00-FP**

WHEREAS, over the past year the County and Sullivan Township have been in negotiations with Union Pacific in cooperation with Illinois Commerce Commission to make several rail road improvements in Sullivan Township using State Grade Crossing Protection Funds.

WHEREAS, this Stipulated Agreement includes vacating two (2) crossings, relocation of one (1) crossing and the addition of approximately 2200 ft of new highway section.

WHEREAS, Union Pacific Railroad has agreed to compensate Sullivan Township \$17500.00 for each crossing that will be closed.

WHEREAS, the cost for the proposed improvements will be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection fund of the Motor Fuel Tax law be required to bear a substantial portion of the cost.

BE IT FURTHER RESOLVED, the County Board authorizes the Chairman to act as its designated agent in the processing of the Stipulated Agreement.

WHEREAS, A bid opening was held August 1, 2001 for Section 99-07003-00-FP for the project located south of Kirksville known as Black Dog Crossing Project.

WHEREAS, A.J. Walker Construction Inc. was the low bidder for the amount of \$164,915.80

BE IT FURTHER RESOLVED, the County Board authorize the chairman to act as its designated agent for the processing of this contract after the Stipulated Agreement has been executed by all parties.

STATE OF ILLINOIS       )  
                                  ) SS  
COUNTY OF MOULTRIE    )

I, Georgia England, County Clerk in and for said County, in the State aforesaid, and keeper of the records and filed thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the MOULTRIE County Board at the meeting held at Sullivan, Illinois on

April 9, 2002.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the county at my office in Sullivan, in said County, this 9<sup>th</sup> day of April, A.D., 2002.

*Georgia C. England*  
County Clerk

(SEAL)

Illinois Commerce Commission Stipulated Agreement No. 913 concerning improvements at the crossings of the track of the Union Pacific Railroad Company with Black Dog Road, TR 72, located near the unincorporated community of Kirksville, Moultrie County, designated a crossings AAR/DOT 167 274P, milepost 178.28CC and 167 275W, milepost 178.75CC.

Executed by the Department this 23rd day of April, 2002.

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By: James S. Easterday  
Director of Highways

Illinois Commerce Commission Stipulated Agreement No. 913 concerning improvements at the crossings of the track of the Union Pacific Railroad Company with Black Dog Road, TR 72, located near the unincorporated community of Kirksville, Moultrie County, designated a crossings AAR/DOT 167 274P, milepost 178.28CC and 167 275W, milepost 178.75CC.

Executed by the Company this 30 day of May, 2002.

UNION PACIFIC RAILROAD COMPANY

By: Thomas J. Oger  
CHIEF ENGINEER

Attest:

Kathy Klockner

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT SURVEY FORM

RR/Line UP Milepost 178.28CC Inventory # 167274P

City Near Sullivan Street 1200N/TR72 County Moultrie

Jurisdiction Local Urban Rural X Commercial Residential

Street Surface Oil & chip Width 18' Condition Fair

Angle 40° Tracks Tangent Yes Degree of Curve          Superelevation         

Depth of Cut                                  Height of Fill                                 

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
		Main	Sectional timber	24'	

Intersecting Roads <100' <200'

Traffic Control Devices Present:   

ADT 29 Speed Unposted (55 mph) Statewide Yes

School Buses possible Hazardous Materials Farm Chemicals Other         

Rail Traffic: Ft. 22 @ 60 mph Pass.          @          mph Switch 2

Simultaneous Movements: No Daylight and Dark: Yes

Present Protection: Crossbuck signs

Advance Warning Signs Yes Pavement Marking No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	N/A		N/A	
NW				
SE				
SW				

Approach Grades

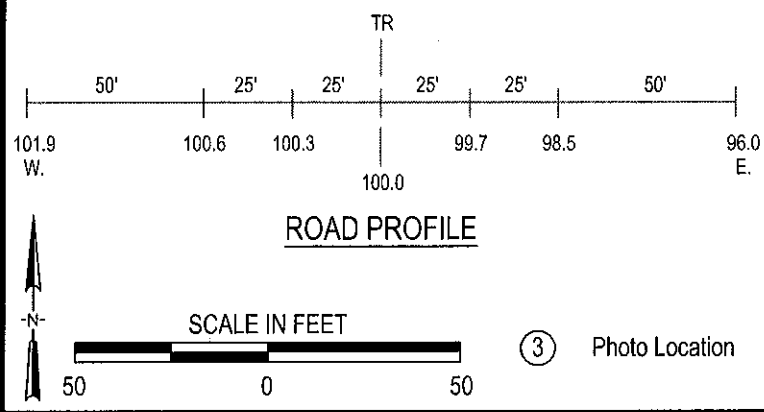
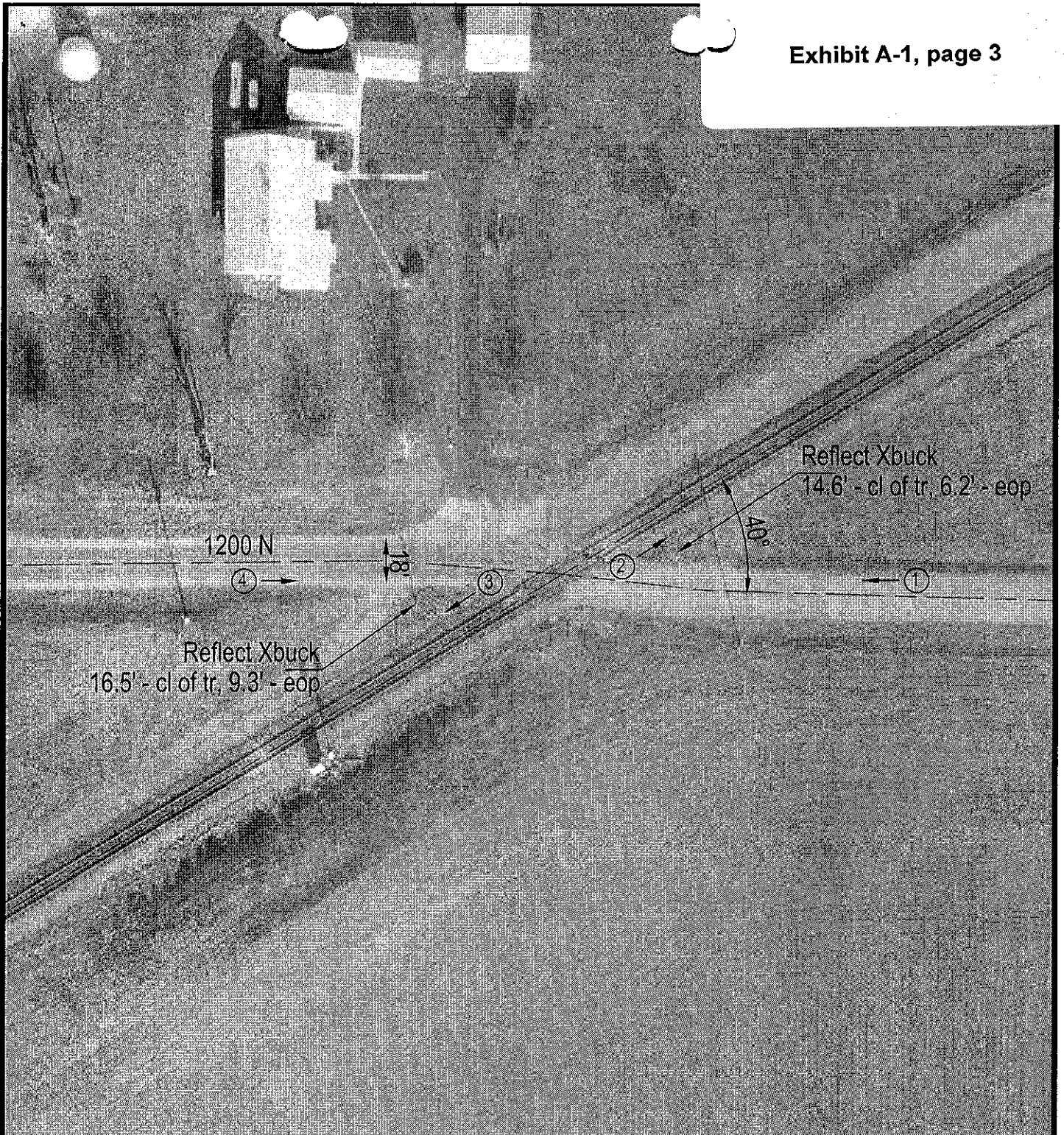
East	25'	-1.2 %	50'	-4.80 %		
West	25'	+1.20 %	50'	+1.20 %		

"+" grade is ascending from crossing

"-" grade is descending from crossing

TR 72 in the vicinity of the UP track is on a curve and crosses the UP track twice, approximately .47 (1/2) mile apart. TR 72 at both locations traverses the track of the UP at undesirable angles. This Agreement proposes to realign TR 72 parallel and south of the UP tracks thereby negating the need for the two acute angled crossings. The northern most crossing will be relocated approximately 175 feet south of its current location. The roadway plans include the construction of new highway approaches and crossing at an approximate 90° angle. This relocation is necessary to provide access to a farmhouse and several other agricultural fields owned by other farmers. In view of the closure of the south TR 72 crossing, and to other improvements already made by the Township at other locations, the Fund is paying for the cost for the realigned roadway as described in Section 5 (a).

The Township has agreed to vacate the south TR 72 crossing. The Company has agreed to pay the Township the sum of \$17,500 for the "closure" of the south TR 72 crossing. The Company and County (Township) have entered into a separate agreement whereby the Company will pay the Township \$17,500 per crossing vacated; as it pertains to this Agreement, this includes the two Company's crossings with TR 72 (AAR/DOT 167 275W) and TR 161A.



Crossing #: 167274P  
 Location: Moultrie Co., City of Sullivan (N)  
 Lat/Long: 39°34'45" / 88°39'14"  
 Railroad: UP  
 Street: 1200 N  
 Railroad Milepost: 178.28  
 Crossing Protection: Signs

